



CONTRACT NO. 13-0016

For Florida Statewide Drug and Alcohol Testing Services
Third Party Administrator

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of FirstLab (hereinafter Contractor") to supply drug and alcohol testing to the County pursuant to 13-0016, hereinafter RFP, (Piggy-backing of Florida Department of Transportation state contract number RFP-DOT-11/12/9004-DC effective date August 22, 2012 and shall be automatically renewed on each anniversary of that execution unless earlier terminated by giving written notice of termination to the other party. Such termination will become effective sixty (60) days after receipt by a party of the notice of termination.

A copy of the Scope of Services serving FTA and FMCSA Regulated Transportation Providers is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this contract.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated and for any loss or damage by reason of such breach whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from August 22, 2012 through August 21, 2013 and shall be automatically renewed on each anniversary of that execution unless earlier terminated by giving written notice of termination to the other party. Such termination will become effective sixty (60) days after receipt by a party of the notice of termination.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

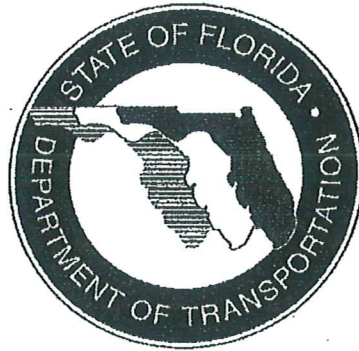
By: [Signature]

Date: 30 Nov 12

Distribution : Original - Finance/Board Support
Copy - Bid File

Florida Statewide Drug and Alcohol Testing Services
Third Party Administrator

EXHIBIT "A"
Scope of Services
Serving FTA and FMCSA Regulated
Transportation Providers



Administered by the
Florida Department of Transportation
In cooperation with the
Florida Department of Education

PART I
BACKGROUND AND GENERAL REQUIREMENTS

1.0- Contract Purpose and Description

The purpose of this scope of services is to contract with a third party administrator (TPA) to provide comprehensive drug and alcohol testing administrative services that will benefit US DOT regulated transportation providers throughout the state of Florida. The number of combined urine drug tests and alcohol tests conducted on an annual basis by the transportation providers (herein referred to as user agencies) is estimated at forty thousand (40,000). The contract term will be a period of three years.

The user agencies that may purchase services from this contract will fall into two (2) groups:

1. Employers regulated by the Federal Motor Carrier Safety Administration (FMCSA)
2. Employers regulated by the Federal Transit Administration (FTA)

The user agencies that are regulated by FMCSA may include student transportation providers such as county school boards, charter schools, private schools, after school care providers, as well as city or county governments that employ individuals required to hold a commercial driver's license to perform safety-sensitive job functions, as defined by 49 CFR Part 382.

The user agencies that are regulated by FTA may include transit agencies such as independent and county operated transit systems, covered contractors, maintenance contractors, coordinated transportation agents, and governmental entities whose employees perform safety-sensitive functions as defined by 49 CFR Part 655.

The TPA shall provide drug and alcohol testing administrative services for the user agencies in accordance with this Scope of Services and in compliance with applicable regulations: 49 CFR Part 655 (FTA); 49 CFR Part 382; 49 CFR Part 40 (USDOT).

The contract administrator will oversee the terms of this contract for all user agencies, regardless of which US DOT mode the user agency is operating under.

Additionally, this scope of services will provide for the user agency to optionally purchase testing services conducted in accordance with Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; as well as employer authorized NON-DOT testing services, in accordance with a user agency's policy and terms.

2.0- Experience, Qualifications and Technology Requirements of Responsive Proposers

A responsive proposer will provide documentation of the following:

- A minimum of seven (7) years overall experience in the administration of DOT compliant drug and alcohol testing programs.
- A minimum of five (5) clients, within the past seven (7) years, that are Federal Transit Administration covered employers. Clients may be current or previous clients. Responsive proposer must supply a list of clients, to include the DOT mode for which the client complies, and dates for which the vendor is/was contracted by the client at a minimum of 12 months per contract agreement. e.g.: January 2009 through March 2010.
- A minimum of five (5) clients, within the past seven (7) years, that are Federal Motor Carrier Safety Administration covered employers. Clients may be current or previous clients. Responsive proposer must supply a list of clients, to include the DOT mode for which the client complies, and dates for which the vendor is/was contracted by the client at a minimum of 12 months per contract agreement. e.g.: January 2009 through March 2010.
- A minimum of two (2) staff members or company officials that have been certified by the Substance Abuse Program Administrator's Certification Commission as a Certified Substance Abuse Program Administrator (C-SAPA) in good standing, OR two staff members or company officials that are members in good standing

of a testing industry organization such as the Drug and Alcohol Testing Industry (DATIA) or the Substance Abuse Program Administrators Association (SAPAA), as examples.

- An account representative/manager, or designated point of contact, (per group is acceptable) with a minimum of three (3) years experience in the administration of DOT regulated testing programs, in accordance with 49 CFR Part 40 and comprehensive knowledge of FTA and FMCSA regulations (Part 655 and Part 382).
- Open and active testing accounts with a minimum of three (3) independent laboratories that are certified by the Department of Health and Human Services to analyze urine specimens under the authority of the US Department of Transportation.
- A partnership or affiliation with a Medical Review Officer qualified in accordance with 49 CFR Part 40.121, as amended and is certified by the American Association of Medical Review Officers.
- The ability to establish independent testing accounts for each user agency to include separate monthly invoices for each user agency account.
- The ability to provide US DOT qualified specimen collectors and alcohol test technicians that meet the terms of this Scope of Services, throughout the state of Florida.
- The ability to provide Florida Drug Free Workplace drug and alcohol testing conducted in accordance with Florida Statutes, Chapter 59A-24 and 112.0455, as a user agency option.
- The ability to provide employer authorized (NON-DOT) five (5) panel "NIDA look-a-like" testing programs, as a user agency option.
- The ability to provide employer authorized, customized drug-testing panels, such as urine drug testing panels that include expanded opiates (synthetic opiates).
- Technology requirements:
 - a. A toll free contact telephone number
 - b. After hour contact procedures that include a response time of no greater than 30 minutes for emergency calls
 - c. Secure electronic mail communication
 - d. Company website that meets the following standards:
 - i. Provides user agencies with secure, password-protected access to drug test results and statistical reports as described within the Scope of Services.
 - ii. Provides contract administrator and/or designated representative with access to user agency account data (applicable to the FTA group only)
 - iii. Servers that are able to process large volumes of data without interruption in service
 - iv. Equipped with data encryption software
 - v. Equipped with a fool proof back up system that will retain data in accordance with record retention periods per 49 CFR Parts 40, 655 and 382

3.0- Examples of Acceptable Documentation for Experience, Qualifications and Technology Requirements:

- Letters of recommendation from clients that accurately assess the proposer's experience with both FTA and FMCSA covered employers.
- Letters of recommendation from clients that demonstrate the proposer's length of service.
- FTA Drug and Alcohol Program Audit TPA Questionnaire responses and compliance letters (if applicable).
- C-SAPA certificates (if applicable).
- Documentation of current membership in testing industry organizations.
- Statement from HHS certified laboratories demonstrating open active accounts.
- Bio and or resume of account manager, or point of contact, to be assigned to user agencies that demonstrates a minimum of three years of experience in the applicable DOT modal regulations.
- MRO credentials, qualifications and certifications.

- Toll free telephone number and description of procedures for responding to after hours calls within 30 minutes.
- Statement of technology specifications.
- Website address.

Proposers whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive. The contract administrator and/or evaluation team reserves the right to waive any minor irregularities or technicalities in any response received; to reject any or all responses in whole or in part, with or without cause; and to solicit new responses or to accept the response that, in its judgment, will be in the best interest of the user agencies. The contract administrator and evaluation team reserves the right to use any information presented in any response to this RFP.

4.0- Definitions:

The following words and phrases, when used in this Scope, shall have the following meanings:

1. "Collection Site" shall mean a facility where urine specimens are collected and delivered to a laboratory to be analyzed for drugs of abuse.
2. "Covered Contractor" shall mean an operator that provides services under contract with a transit agency or community transportation coordinator with employees subject to FTA drug and alcohol testing regulations. A covered contractor is considered a user agency when purchasing services for FTA drug and alcohol testing pursuant to this scope.
3. "Department" shall mean the Florida Department of Transportation.
4. "DOE" shall mean the Florida Department of Education.
5. "HHS" shall mean the Department of Health and Human Services, the agency that certifies laboratories as qualified to perform DOT drug testing.
6. "DOT" shall mean the U.S. Department of Transportation.
7. "FMCSA" shall mean the Federal Motor Carrier Safety Administration.
8. "Federal Motor Carrier Safety Administration regulations" shall mean 49 CFR 382, as amended.
9. "FTA" shall mean the Federal Transit Administration.
10. "Federal Transit Administration Regulations" shall mean 49 CFR Part 655, as amended.
11. "MRO" shall mean Medical Review Officer who is a licensed physician with knowledge of substance abuse disorders who has appropriate medical training to interpret and evaluate drug test results in accordance with the provisions of 49 CFR Part 40.
12. "NON-DOT testing" shall mean a drug and/or alcohol testing program conducted under an employer's own authority in accordance with the employer's individual policy statement.
13. "Florida Drug Free Workplace Testing" shall refer to Chapter 112.0455 Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.).
14. "RFP" shall mean Request for Proposal.
15. "School District" shall mean any local educational agency (LEA) that provides transportation services for public school students, any agency contracted by the local educational agency to provide transportation

services for public school students, and any district charter school that provides transportation services for public students whether those services are provided by the school, contracted to another agency, or provided by the LEA.

16. "Split Sample" shall mean a single void of urine separated into two bottles, as per 49 CFR Part 40.3
17. "TPA" shall mean a third party administrator or service agent that provides, manages and/or coordinates the provision of drug and alcohol testing services.
18. "User Agency" is inclusive and shall mean, in the context of the RFP and any subsequent agreement, a transit system, transit agency, Community Transportation Coordinator, school district, covered contractor, or other entity authorized to purchase services pursuant to this agreement.
19. "USDOT regulations" shall mean 49 CFR Part 40, as amended.

PART II SCOPE OF SERVICES

1.0- DOT Urine Specimen Collections

- 1.1 The TPA must establish and maintain, a network of USDOT qualified urine specimen collectors throughout the state of Florida that are regularly and actively engaged in the business of conducting urine specimen collections for DOT covered employers.
- 1.2 The TPA must ensure that all urine specimen collectors are trained in accordance with 49 CFR Part 40.33 and conduct specimen collections in accordance with 49 CFR Part 40 and the USDOT Specimen Collection Guidelines.
- 1.3 The TPA shall maintain training qualification documentation for all specimen collectors that are approved and assigned for use. The training qualification documentation must be provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator, upon request.
- 1.4 The TPA must approve and assign to each user agency, a minimum of two (2) urine specimen collection facilities that meet the following criteria:
 - Collection sites must be located within 20 miles of the user agency's primary location.
 - Collection sites must meet the standards for privacy and security per 49 CFR Part 40.41 and 40.43.
 - Collection sites must obtain and maintain the supplies and materials necessary to complete a DOT urine specimen collection per 49 CFR Part 40.45 through 40.51.
 - At least one of the assigned collection sites must operate a minimum of five (5) days per week and at least eight (8) consecutive hours per day.
 - At least one of the assigned collection sites must be willing and able to conduct direct observation collections in accordance with 49 CFR Part 40.67 throughout all hours the collection site operates.
- 1.5 The TPA must also approve and assign to each user agency a minimum of one (1) mobile urine specimen collection resource for emergency after-hours testing. The mobile urine specimen collection resource must be available twenty-four (24) hours per day, seven (7) days per week, including state and national holidays. The TPA is not authorized to invoice the user agencies for an amount greater than the mobile collector's after hours charge, plus the unit price per test.
- 1.6 In the rare event that urine specimen collection site resources are extremely limited and the terms of Section 1.4 cannot be met, the TPA must provide on-site mobile collection services to the user agency at no additional charge beyond the unit cost per test.
- 1.7 The TPA must ensure that non-fatal flaws that occur at the point of collection are promptly corrected and memorandums to laboratories are received in a timely manner so as not to create a fatal flaw.
- 1.8 The TPA shall address and respond in writing, to all concerns of potential collection site non-compliance that are raised by user agencies, the contract administrator or a designated representative. The TPA shall respond to the concerned party and copy the contract administrator, within one (1) business day of the initial notification and shall follow these procedures:
 - I. The TPA shall review all documents relevant to the concern (including, but not limited to: testing records, sign-in logs, testing notification forms and/or statements from the user agency, donors or collectors) to assess the collection site's compliance to 49 CFR Part 40 and the USDOT Specimen Collection Guidelines.

- II. As applicable, the TPA shall deliver corrective action requirements to violating collection sites within five (5) business days of the initial notification of the complaint and/or concern. The TPA shall provide a copy of the corrective action notice to the user agency, contract administrator and/or designated representative.
 - III. Thirty days following the issuance of a corrective action requirement, the TPA shall review the practices and procedures of the collection site to ensure that the corrective action has been properly implemented. A memo or written statement documenting the follow up shall be provided to the contract administrator and/or designated representative.
 - IV. When a collector or collection site fails to comply with the corrective action requirements and/or when the thirty day follow up to the corrective action results is less than satisfactory, the TPA shall provide user agencies with an alternative USDOT qualified specimen collection resource.
- 1.9 The TPA must ensure that collectors receive error correction training in accordance with 49 CFR Part 40.33, following all fatal flaws that result in canceled tests and must maintain documentation of error correction training.
- 1.10 The TPA shall supply the contract administrator or designated representative a quarterly report of all fatal flaws that occur on testing conducted for user agencies that includes:
- o Collector name
 - o Collector address
 - o Collection date
 - o Specimen ID number
 - o Description of fatal flaw
 - o Date of error correction training
 - o Name of individual conducting error correction training

2.0- Collection Site Compliance Monitoring

- 2.1 The TPA or their contractor shall perform a minimum of three (3) on-site inspections of urine collection facilities that have been approved and assigned by the TPA, per quarter.
- 2.2 The contract administrator and/or designated representative will provide the TPA with an inspection checklist to be used to determine collector compliance with the requirements of 49 CFR Part 40 and the USDOT Specimen Collection Guidelines.
- 2.3 The contract administrator and/or a designated representative will provide the TPA with a list of five (5) sites per quarter, of which the TPA shall select three (3) to inspect. Selection lists will be provided to TPA no later than the third business day of each new quarter.
- 2.4 The TPA shall submit the completed checklist report to the contract administrator and/or a designated representative, no later than five (5) business days after the completion of the inspection.
- 2.5 The TPA shall provide, or arrange for, technical assistance, including any necessary error correction training, to bring a collection site into compliance when a collection site is determined to be non-compliant as a result of an on-site inspection or when a state or federal audit of the collection site results in negative findings.
- 2.6 The TPA shall ensure that an alternative, DOT qualified collection site resource that meets the criteria in section 1.4 of this Scope of Services is provided to user agencies when a collection site is deemed non-compliant as a result of an on-site inspection or when a state or federal audit results in negative findings.
- 2.7 The TPA shall ensure that, in the event of an issuance of a Public Interest Exclusion (PIE) involving a collection site that has been approved and assigned to the user agencies, the contract administrator will be notified and an alternative collection site will be immediately assigned.

3.0- DOT Urine Specimen Analysis

- 3.1 The TPA shall ensure that all specimens are analyzed at a laboratory that is certified by the Department of Health and Human services under the National Laboratory Certification Program (NLCP) for testing of urine specimens collected under the authority of the Department of Transportation.
- 3.2 The TPA shall ensure that the processing of incoming specimens, the analysis of specimens and the reporting of laboratory results is conducted in accordance with 49 CFR Part 40- Subpart F, as amended.
- 3.3 The TPA shall ensure that at least one (1) qualified forensic toxicologist are available upon request, to provide litigation assistance to include expert witness testimony and depositions.
- 3.4 The TPA shall ensure that documentation of laboratory certifications are provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator, upon request.
- 3.5 The TPA shall ensure that all Medical Review Officers assigned to review laboratory reports and results for user agencies, do not have, or will not enter into, a relationship, partnership or affiliation with any laboratory that could create a conflict of interest or the appearance of a conflict of interest.
- 3.6 The TPA shall ensure that in the event of an issuance of a Public Interest Exclusion (PIE) involving a laboratory that analyzes specimens for a user agency, the contract administrator will be notified and an alternative laboratory will be immediately assigned.

4.0- DOT Medical Review Services

- 4.1 The TPA shall ensure that user agencies are provided with the services of a Medical Review Officer (MRO) that has met the qualification requirements per 49 CFR Part 40.121 and has been certified by the American Association of Medical Review Officers.
- 4.2 The TPA shall ensure that all laboratory results undergo a medical review verification process that is conducted in accordance with 49 CFR Part 40- Subpart G.
- 4.3 The TPA shall ensure that a minimum of five (5) percent of the negative laboratory results generated by this contract are reviewed personally by a Medical Review Officer that has met the qualification requirements per 49 CFR Part 40.121 and has been certified by the American Association of Medical Review Officers.
- 4.4 The TPA shall ensure that when MRO staff members review custody and control forms associated with negative laboratory results, the review is conducted under the supervision of a qualified and certified MRO as described.
- 4.5 The TPA shall ensure that the Medical Review Officer is accessible to the donor, by means of a toll-free telephone number, a minimum of twelve (12) hours per day; seven (7) days per week, excluding national holidays.
- 4.6 The TPA shall ensure that the Medical Review Officer or an MRO staff member reports non-negative results verbally to the user agency's primary or secondary contact on the same day, or next business day, following the MRO verification of the result and in accordance with 49 CFR Part 40.163, 165, 167.
- 4.7 The TPA shall ensure that the Medical Review Officer and MRO staff members implement a means of secure identification prior to communicating verified non-negative results to user agency contacts. (Example: password or account number verification).
- 4.8 The TPA shall ensure that the Medical Review Officer is accessible to the user agency to provide consultation services on topics such as shy bladder or shy lung medical evaluations and the use of medications that may present a safety concern. Consultations of this type are inclusive of the unit cost per test.

- 4.9 The TPA shall ensure that the Medical Review Officer is available to assist user agencies with expert testimony or depositions should an MRO verified result become the focus of litigation brought against the user agency.
- 4.10 The TPA shall ensure that in the event of an issuance of a Public Interest Exclusion (PIE) involving a Medical Review Officer, whose services are assigned for use under this contract, the contract administrator will be notified and an alternative Medical Review Officer will be immediately assigned.

5.0 - DOT Alcohol Testing

- 5.1 The TPA must establish and maintain a network of USDOT qualified alcohol testing technicians throughout the state of Florida that are regularly and actively engaged in the business of conducting alcohol tests for DOT covered employers. Alcohol testing must be conducted in accordance with 49 CFR Part 40, as amended.
- 5.2 The TPA must approve and assign each user agency, a minimum of two (2) alcohol-testing sites that meet, at a minimum, the following criteria:
- Alcohol testing sites must be located within 20 miles of the user agency's primary location or account address.
 - Alcohol testing sites must operate a minimum of five (5) days per week and at least eight (8) consecutive hours per day.
 - Alcohol testing sites must be equipped to conduct DOT alcohol screening tests and confirmatory testing on site.
 - Alcohol test technicians must utilize approved equipment that is listed on the National Highway Traffic Safety Administration's conforming products list found in the Federal Register.
 - Alcohol Test technicians must ensure that routine calibration and maintenance of the equipment is performed per manufacturer's instructions.
 - Alcohol test technicians must utilize the US Department Of Transportation Alcohol Testing Form (OMB No. 2105-0529).
- 5.3 The TPA must also approve and assign each user agency a minimum of one (1) mobile alcohol test technician that is equipped with an evidential breath testing device for the purpose of conducting both screening and confirmatory DOT alcohol tests. A mobile alcohol test technician must be available twenty-four (24) hours per day, seven (7) days per week, including national holidays. The TPA is not authorized to invoice user agencies for an amount greater than the mobile collector's normal after-hours charge, plus the unit price per test.
- 5.4 In the rare event that alcohol-testing resources are extremely limited and the terms of Section 5.2 cannot be met, the TPA must provide on-site mobile collection services to the user agency at no additional charge beyond the unit cost per test.
- 5.5 The TPA shall maintain training qualification documentation for all alcohol test technicians that are approved and assigned for use. The training qualification documentation must be provided to the user agency, a federal or state auditor, the contract administrator or a designated representative acting on behalf of the contract administrator upon request.
- 5.6 The TPA must ensure that alcohol test technicians maintain documentation of testing and all pertinent maintenance records, in accordance with 49 CFR Part 40, as amended.
- 5.7 The TPA must obtain, from the alcohol test technician, documentation of all completed alcohol tests for the purpose of maintaining accurate testing records and statistical reports for each user agency.

6.0- DOT Records

- 6.1 This contract provides specific written authorization for the TPA to act as an intermediary in the transmission of MRO verified drug test results, in accordance with 49 CFR Part 40.345.
- 6.2 The TPA shall ensure that the specific urine drug test result reporting procedures are performed in accordance with the requirements of 49 CFR Part 40.163.
- 6.3 The TPA shall ensure that MRO verified negative results are reported to user agencies as soon as possible following verification. Non-flawed, negative urine specimens should be analyzed, verified and reported within 24-36 hours of specimen arrival at laboratory.
- 6.4 The TPA shall ensure that the MRO provides a written report following MRO verification of all results that includes the following:
 - o Full name of donor (as indicated on CCF)
 - o Specimen identification number
 - o Donor identification number
 - o Reason for testing (test type)
 - o Date of the collection
 - o Date MRO received copy 2 of the CCF
 - o Result of the test
 - o Date result was verified by the MRO
 - o If canceled, the reason for cancellation
 - o If deemed a Refusal to Test, the reason for the refusal determination
- 6.5 The TPA shall ensure that user agencies are provided the option to have results reported to the user agency's primary or secondary contact in all of the following ways:
 - Via a secure, password protected website
 - Via a secure and confidential electronic mail system
 - Via a secure and confidential fax machine
- 6.6 The TPA shall ensure that all result reports and associated records are not released to, or cannot be accessed by, any party other than the user agency's primary or secondary contact or contract administrator, where applicable.
- 6.7 The TPA shall ensure that all reasonable procedures to protect personal data from unauthorized access, misuse, alteration or disclosure by unauthorized parties are executed at all times, and must include the use of data encryption software and secure servers.
- 6.8 The TPA shall ensure that all hard copy (paper) testing records are maintained in a secure location that is safeguarded against theft, damage and unauthorized access.
- 6.9 The TPA shall ensure that all non-negative testing records, both electronic and hard copy (paper) are maintained and are accessible to user agencies, for a minimum of five (5) years from date of collection.
- 6.10 The TPA shall ensure that all negative testing records, both electronic and hard copy (paper) are maintained and are accessible to user agencies, for a minimum of one (1) year from date of collection.

7.0- Random Testing Program Management

- 7.1 The TPA shall generate random selections individually (no pools) for each user agency in accordance with the user agency's applicable DOT modal rule (FTA or FMCSA) and at the appropriate rate to ensure that minimum annual random testing percentages are met.
- 7.2 The TPA shall use a scientifically valid method of determining the randomly selected employees so that each employee must have an equal chance of being selected for each testing period, in accordance with 49 CFR Part 655.45 and 382.305

- 7.3 The TPA shall provide instruction to user agencies to facilitate the submission of each user agency's list of safety-sensitive employees to be included in the random testing program.
- 7.4 The TPA shall allow for the submission of updated employee lists up to ten (10) days prior to the first day of a new testing period. If the user agency has not submitted an updated list of current safety-sensitive employees ten (10) days prior to a new testing period, the TPA shall generate selections using the employee database on record from the previous testing period.
- 7.5 The TPA shall prepare and deliver random selections to each user agency's primary or secondary contact within the first three (3) business days of the new testing period by means of a secure and password protected website, secure electronic mail, or secure fax; whichever is the user agency's preferred method.
- 7.6 The TPA shall ensure that the transmission of the random selection lists to the user agency's primary or secondary contact must be conducted in a manner that will provide documentation of user agency's receipt of the selection list to include the date and time the list was transmitted and received by the user agency.
- 7.7 In the event that the user agency's primary or secondary contact is a safety-sensitive employee whose name appears on the random selection list, the TPA shall ensure that the transmission of the list is conducted at an appropriate time of day to allow for the recipient to proceed immediately for testing, in accordance with applicable regulations.
- 7.8 The TPA shall provide, upon request by the contract administrator, or a designated representative, the random testing selection lists for previous testing periods, for the purpose of compliance monitoring.
- 7.9 The TPA shall generate "alternate selections" as requested by user agencies when a selected employee will be unavailable for testing throughout the entire testing period.

8.0- Statistical Testing Data

- 8.1 The TPA shall provide and maintain a secure and password-protected, searchable website database from which user agencies may access testing statistical information by the following parameters:
- Reason for test
 - Test Type (DOT/NON-DOT)
 - Specimen Type (Breath/Urine)
 - Collection Date
 - Test Result
 - Specimen ID
 - Donor ID
 - All testing conducted for a period specified by user
- 8.2 The TPA shall provide access to the electronic database as described in 8.1 to the contract administrator, or a designated representative, for the purpose of compliance monitoring (applicable to FTA covered employers only).

9.0- Audit Preparation and Support

- 9.1 In the event that a user agency becomes the subject of a drug and alcohol testing program compliance audit by a state or federal authority, the TPA shall lend support to the user agency to include, at a minimum, the following functions:
- Gathering and/or producing copies of testing records, custody and control forms, alcohol testing forms, memorandums, result certificates, service provider qualifications, statistical reports, and all other documents requested by auditors for the purpose of evaluating compliance to drug and alcohol testing regulations.

- Cooperation and coordination in responding to state and federal audit questionnaires directed at TPA approved and assigned collection sites and/or mobile collectors.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the TPA.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the Medical Review Officer.
- Cooperation and coordination in responding to state and federal audit questionnaires directed at the laboratories used to analyze urine specimens.
- Assistance in developing corrective action plans and responses to negative audit findings that are related to any of the services provided as part of this Scope of Services.

10.0- Delivery of Training Sessions

- 10.1 The TPA shall deliver, or arrange for the delivery of, two annual training sessions within the State of Florida.
- 10.2 The training professional shall be a subject matter expert with a minimum of five years of experience in the administration of USDOT, FTA and FMCSA compliant drug and alcohol testing programs.
- 10.3 The training sessions shall each be a minimum of four hours in length, and shall be conducted in person, in a classroom setting.
- 10.4 The session topics, locations, dates and times shall be coordinated in concert with the contract administrator and or designated representative.
- 10.5 One annual session shall be delivered to user agencies covered by the Federal Motor Carrier Safety Administration regulations.
- 10.6 One annual training session shall be delivered to user agencies covered by the Federal Transit Administration regulations.
- 10.7 All expenses related to the delivery of the two annual training sessions shall be inclusive of the unit cost per test.

11.0- DOT Qualified Substance Abuse Professional Referrals

- 11.1 The TPA shall maintain a database of DOT qualified Substance Abuse Professionals (SAP) to include their name, address and location within the state of Florida.
- 11.2 The TPA shall provide a list of qualified professionals located within 50 miles of the user agency location or account address, upon request.

12.0- Florida Drug Free Workplace Testing Programs

- 12.1 The TPA shall offer, as a user agency option, drug and alcohol testing that is conducted in accordance with Florida Statutes, Chapter 59A-24 and 112.0455- known as Florida Drug Free Workplace Testing.
- 12.2 The TPA shall ensure that specimen collection procedures, specimen analysis and MRO reporting processes are in accordance with Florida Statutes, Chapter 59A-24 and 112.0455- known as Florida Drug Free Workplace Testing.

13.0- Employer Authorized (DOT look-a-like) Testing

- 13.1 The TPA shall offer, as a user agency option, employer authorized (NON DOT) drug testing using a "NIDA look a like" testing panel- a five drug panel that replicates the DOT drug testing panel in terms of the drugs being tested for and the cut-off confirmation levels used to determine non-negative lab results.

- 13.2 The TPA shall ensure that the employer authorized NON DOT testing is conducted using the same standards of practice for collection, analysis and reporting as are attributed to testing that is authorized by the US Department of Transportation.

14.0- Employer Authorized Expanded Panel Testing

- 14.1 The TPA shall be able to provide, as a user agency option, customized drug testing programs. (An example would be a nine (9) panel plus expanded opiates). Testing of this type will be conducted in accordance with the employer's policy provisions as determined by the individual user agencies that purchase this optional product.

15.0- Invoicing

- 15.1 The TPA shall establish independent testing accounts for each user agency.
- 15.2 The TPA shall invoice user agencies for the testing that is conducted on a monthly basis, in arrears.
- 15.3 The unit cost per test for a urine drug test will include the urine specimen collection, specimen analysis, medical review and result reporting as well as all administrative functions as described within the Scope of Services.
- 15.4 The unit cost per test for an alcohol test will include the alcohol test technician's fee and all associated administrative functions as described within the Scope of Services
- 15.5 The unit cost per test for employer authorized (NON-DOT) urine drug testing will include the urine specimen collection, specimen analysis, medical review and result reporting as well as all administrative functions as described within the Scope of Services.
- 15.6 The unit cost per test for employer authorized (NON-DOT) alcohol testing will include the alcohol test technician's fee and all associated administrative functions as described within the Scope of Services.
- 15.7 The invoices shall include the date of collection, specimen ID number, donor ID number and test type for each test being invoiced.
- 15.8 The TPA shall notify the contract administrator or designated representative should a user agency fail to remit payment for services rendered per the terms of the established purchase agreement between the TPA and the user agency. The TPA shall notify the contract administrator or designated representative of any intention to suspend services.

PART III

PROJECT DESCRIPTION AND SPECIAL CONSIDERATIONS

Project Description

Drug and Alcohol Testing Third Party Administrative Services, pursuant to Federal Motor Carrier Safety Administration and Federal Transit Administration drug and alcohol testing regulations, for Florida School Districts, Florida transit agencies, Community Transportation Coordinators and covered contractors; as well as NON-DOT Drug and Alcohol Testing Third Party Administrative Services, implemented under an employer authority and Florida Drug Free Workplace testing conducted pursuant to Chapter 112.0455, Florida Statutes, the "Drug-Free Workplace Act"; and the provisions of the Agency for Health Care Administration (AHCA) Rule 59A-24, Florida Administrative Code (F.A.C.) for entities of the same.

Special Considerations by the Department and DOE

The Department and DOE authorizes the TPA to enter into purchase agreements with user agencies for the purpose of establishing a minimum twelve (12) month period for procurement of substance abuse management services from the TPA. Such agreements shall be by purchase order, formal letter, or memorandum of agreement. The Department authorizes the TPA to reduce the unit price provided in "Exhibit B" for Drug and Alcohol Testing Services if there is a significant increase in the number of testing services. Under no circumstances shall the unit price for Drug and Alcohol Testing Services exceed that provided by "Exhibit B" during the term of the Agreement. Any reduction in the agreement unit prices shall be applied consistently for all user agencies. The Department and the DOE authorizes any Florida governmental or public entity employer to procure services, pursuant to the terms of this agreement, for purposes of conducting drug and alcohol tests required by DOT agency regulations and Florida Drug-Free Workplace testing requirements.

Special Considerations by the TPA

The TPA may reduce the unit price provided in "Exhibit B" for Drug and Alcohol Testing Services if the quantity of testing services increases significantly or other reasons at the discretion of the TPA. Any reduction in the agreement unit prices shall be applied consistently for all user agencies. Under no circumstances shall the unit price for Drug and Alcohol Testing Services exceed that provided by "Exhibit B" during the term of the Agreement. The DOE and Department's Project Managers shall be formally notified in advance of any changes to the unit price. The TPA shall permit any Florida governmental or public entity employer to procure services, pursuant to the terms of this agreement, for purposes of conducting drug and alcohol tests required by DOT agency regulations.

General Specifications

The TPA shall obtain and maintain during the entire contract period all permits and/or licenses required by any governmental entity for continued operations of their facilities. Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the service covered herein apply. Lack of knowledge on the part of the TPA shall in no way be a cause for relief from responsibility.

The TPA shall maintain in full force and effect for the duration of the contract, the following insurance coverage's:

Public Liability Insurance

Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00) for bodily injuries, including wrongful death to anyone person, and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000.00) on account of all accidents. PROPERTY DAMAGE INSURANCE Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00) for damages on account of anyone accident, and in an amount not less than one million dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than five hundred thousand dollars (\$500,000.00). The limits specified herein are minimum limits.

Automobile Insurance

Business automobile insurance for owned, non-owned, hired, leased and rented vehicles, and automobile contractual liability coverage (including rental and lease agreements), with single limit of liability of not less than \$1,000,000.00

Employee Dishonesty Insurance

Employee dishonesty insurance under a commercial crime or blanket crime policy, which shall also provide coverage for theft by vendor's employees of any property owned by purchaser, with coverage of not less than \$100,000.00.

Workers Compensation Insurance

Workers compensation insurance, in accordance with the requirements of Chapter 440, Florida Statutes, including statutory benefits coverage and employers liability coverage with \$1,000,000.00 each occurrence.

Umbrella Liability Insurance

Umbrella liability insurance having additional coverage of not less than \$1,000,000.00 effective without hiatus when limits of all insurance coverage above-described are exhausted,

Property Loss or Theft

Purchaser shall have no liability or obligation for any loss of or damage to any property owned by or leased or rented to vendor, or for the theft of any property.



APPLICATION TO

JOIN THE

FLORIDA DEPARTMENT OF TRANSPORTATION

FLORIDA STATEWIDE DRUG AND ALCOHOL TESTING

SERVICE CONTRACT



FIRSTLAB
First in Quality, First in Service

Date 11/30/2012

FirstLab
Bernadette Coffey
100 Highpoint Drive, Suite 102
Chalfont, PA 18914-3925
FAX: 215-396-5628

My company (identified below) would like to participate in the Florida Department of Transportation and FirstLab, Third Party Administrator (TPA), Florida Statewide Drug & Alcohol Testing Services contract RFP-DOT-11/12-9004-DC, effective date August 22, 2012.

Lake County Board of County Commissioners
Name of Agency purchasing off the Statewide Contract

315 W. Main Street
Street address (Please use actual street address and not a P.O. Box)

Tavares, Florida 32778
City, State, Zip

(352) 343-9793 dmerrill@lakecountyfl.gov
Phone Fax Email

David Merrill - Human Resources
Primary Contact (Name and Title)

9
Total number of covered employees Testing Authority

It is our understanding that this contract provides third-party administration of all necessary requirements (except policy formulation) to comply with the federal regulations for drug and alcohol testing. This contract is available to any governmental agency or approved contractor within the State of Florida. Services provided under this contract include complete drug and alcohol testing services including the collection of the specimen at a local facility, analysis of the specimen, initial and confirmation testing, Medical Review Officer services, random selection, technical assistance and Substance Abuse Professional referral services. It is also understood that the contract per-test price of **\$25.50** per drug test (DOT, NON-DOT and Drug Free Workplace), **\$21.25** per DOT breath alcohol test, **\$10.00** per NON DOT breath alcohol test and **\$10.00** Blood Alcohol test includes all services provided at approved collection facilities only.

This Agreement shall exist for an initial period of twelve (12) months from the date of execution and shall be automatically renewed for additional one year periods on each anniversary of that execution unless earlier terminated by giving written notice of termination to the other party. Such termination will become effective sixty (60) days after receipt by a party of the notice of termination.

[Signature]
Authorized Signature

Bernadette Schuler Procurement Services Manager
Printed Name and Title

If you have any questions please contact FirstLab at 800-732-3784 extension 5519
Fax: 215-396-5628